

DOCKET NO. FST-CV-155014808-S)	SUPERIOR COURT
)	
WILLIAM A. LOMAS)	JUDICIAL
)	DISTRICT OF
)	STAMFORD/
)	NORWALK
Plaintiff,)	
v.)	
)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC)	
ET AL.)	
)	DECEMBER 15, 2015
Defendants.)	

REQUEST FOR LEAVE TO AMEND COMPLAINT

The plaintiff, William A. Lomas (“Lomas”), pursuant to Connecticut Practice Book § 10-60 and § 10-65, respectfully requests leave to amend his Complaint, dated June 26, 2015 (“Complaint”), as set forth in the attached proposed Amended Complaint. This amendment is warranted and is timely insofar as it revises existing allegations of fact and sets forth new causes of action founded on a tort arising from the same transaction or subject of the action, specifically, the willful and wanton misconduct of the Defendants, based upon evidence that Lomas recently discovered upon the production of documents by Defendants in response to Lomas’ discovery requests.

On June 26, 2015, Lomas filed his Complaint against the Defendants for specific performance, money damages and an accounting, all arising from Defendants’ breach of PWM’s Limited Liability Company Agreement. The causes of action included breach of contract, breach of fiduciary duty, and common law and statutory claims for accounting. Since the filing of Lomas’ Complaint, Lomas’ counsel has conducted discovery including requests for production and requests for admission upon the Defendants, which they responded to on October 21, 2015,

and to which they produced documents on November 9, 2015. Discovery remains ongoing with more e-mails, among other documents, expected to be produced.

Courts are liberal in granting amendments to pleadings. *Kelley v. Bonney*, 221 Conn. 549, 606 A.2d 693 (1992). “The refusal to allow an amendment must rest upon some sound reason.” *Johnson v. Toscano*, 144 Conn. 582, 587, 136 A.2d 341 (1957). Factors to be considered by the court when ruling upon a motion to amend are the length of delay, fairness to the opposing parties and the negligence, if any, of the party offering the amendment. *Cummings v. General Motors Corporation*, 146 Conn. 443, 449–50, 151 A.2d 884 (1959). The motion to amend is addressed to the trial court's discretion. *Farrell v. St. Vincent's Hospital*, 203 Conn. 554, 561–62, 525 A.2d 954 (1987).

Upon review of the documents provided by Defendants, Lomas became aware of new claims and additional facts which support his initial claims. The new facts now support claims for willful and wanton misconduct, fraud, and oppression. The primary amendments to the Complaint are set forth in paragraphs 30 through 63.

The proposed amended complaint does not seek to add any new parties. Lomas seeks solely to update the Complaint to add newly discovered allegations which could only be ascertained after conducting discovery. The new causes of action will not result in any significant additional discovery or materially expand the scope of this litigation and will not require amendment to the Court's Scheduling Order entered on October 30, 2015.

Here, Lomas did not delay in filing this Request for Leave to Amend Complaint, there is no negligence on his part in offering this amendment, and no prejudice or hardship will befall any party by allowing Lomas to file the attached Amended Complaint.

WHEREFORE, Lomas respectfully requests leave pursuant to Connecticut Practice Book § 10-60 and § 10-65 to amend his complaint and to file a First Amended Complaint, in the form attached as Exhibit A.

Dated: December 15, 2015
Hartford, Connecticut

THE PLAINTIFF,
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen
Thomas J. Rechen
Brittany A. Killian
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His Attorneys

CERTIFICATE OF SERVICE

This is to certify that on December 15, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad St.
Milford, CT 06460

David R. Lagasse, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo P.C.
666 Third Avenue
New York, NY 10017

/s/Thomas J. Rechen
Thomas J. Rechen

Exhibit A

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WILLIAM A. LOMAS)	JUDICIAL DISTRICT OF
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Plaintiff,)	
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v.)	AT STAMFORD
)	
PARTNER WEALTH MANAGEMENT, LLC,)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,)	
WILLIAM P. LOFTUS)	
)	DECEMBER 15, 2015
Defendants.)	

AMENDED COMPLAINT

Plaintiff William A. Lomas (“Lomas”) by and through his undersigned counsel, McCarter & English, LLP, as and for his Amended Complaint against the defendants Partner Wealth Management, LLC (“PWM”), Kevin G. Burns (“Burns”), James Pratt-Heaney (“Pratt-Heaney”), and William P. Loftus (“Loftus”) (together with PWM the “Defendants”) allege as follows:

NATURE OF THE CASE

This is an action for specific performance, money damages and an accounting, arising from the Defendants’ breach of PWM’s Limited Liability Company Agreement. Defendants, acting in breach of their contractual and fiduciary obligations, and with intent to deprive Lomas of the benefits of membership in PWM in order to enrich themselves, have failed and refused to

pay Lomas sums due him upon his withdrawal as a member from PWM. Further, Defendants have indicated that they have no intention of paying to Lomas sums that are unambiguously called for by PWM's operative Limited Liability Company Agreement.

THE PARTIES

1. Plaintiff Lomas is an individual residing in Weston, Connecticut. Lomas was a 25% member and the treasurer of PWM until his withdrawal, noticed on October 13, 2014, became effective on January 14, 2015.

2. Defendant Burns is an individual residing in Westport, Connecticut. Burns was a 25% member of PWM until Lomas' withdrawal became effective. Since Lomas' withdrawal, Burns has remained a member of PWM. At all relevant times Burns has served as a co-president of PWM.

3. Defendant Pratt-Heaney is an individual residing in Weston, Connecticut. Pratt-Heaney was a 25% member until Lomas' withdrawal became effective. Since Lomas' withdrawal, Pratt-Heaney has remained a member of PWM. At all relevant times Pratt-Heaney has served as a co-president of PWM.

4. Defendant Loftus is an individual residing in Westport, Connecticut. Loftus was a 25% member of PWM until Lomas' withdrawal became effective. Since Lomas' withdrawal, Loftus has remained a member of PWM. At all relevant times Loftus has served as the secretary of PWM. (Lomas, Burns, Pratt-Heaney and Loftus are hereafter referred to as the "Members.")

5. Defendant PWM is organized under the Connecticut Limited Liability Company Act, Conn. Gen. Stat. § 34-100, *et. seq.* (the “Act”). PWM was formed by the Members on or about November 24, 2009 by filing Articles of Organization with the Connecticut Secretary of State. On November 30, 2009, the Members entered into an Agreement of Limited Liability Company (the “Agreement”), which is the legally binding operating agreement of PWM. A true and accurate copy of the Agreement is attached as Exhibit A. PWM has a principal place of business located at 33 Riverside Avenue, Westport, Connecticut 06880.

JURISDICTION AND VENUE

6. This Court has personal jurisdiction over PWM insofar as it is incorporated in the State of Connecticut and has its principal place of business located in the State of Connecticut.

7. This Court has personal jurisdiction over Burns as he is a resident of Connecticut, and has transacted business in the State of Connecticut during the times relevant to this complaint.

8. This Court has personal jurisdiction over Pratt-Heaney as he is a resident of Connecticut, and has transacted business in the State of Connecticut during the times relevant to this complaint.

9. This Court has personal jurisdiction over Loftus as he is a resident of Connecticut, and has transacted business in the State of Connecticut during the times relevant to this complaint.

10. Venue is proper in this judicial district pursuant to Conn. Gen. Stat. § 51-345 because PWM has its principal place of business in the Judicial District of Stamford/Norwalk.

FACTUAL BACKGROUND

11. PWM is engaged in the business of, among other things, providing wealth management, investment advisory, financial management, financial advisory, insurance and similar services.

12. In addition to PWM, the Members had previously purchased White Oak Wealth Advisors, LLC (“White Oak”), a limited liability company organized under the laws of the state of Connecticut. The Members changed the name of White Oak to LLBH Group Private Wealth Management, LLC (“LLBH Group”) at or about the time they entered into the LLBH Group Private Wealth Management, LLC Limited Liability Company Agreement dated October 17, 2008, a copy of which is attached as Exhibit B. LLBH Group was formed to engage in the business of, among other things, providing wealth management and investment advisory services, insurance services and broker-dealer services and to conduct all activities incident thereto.

13. On December 1, 2009, the Members, who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement (the “Asset Purchase Agreement”) with Focus Financial Partners, LLC (“Focus”) and LLBH Private Wealth Management, LLC (“LLBH Private”). LLBH Private was and remains a limited liability

company wholly owned by Focus as sole member. The Asset Purchase Agreement required LLBH Group and the Members to sell and Focus and LLBH Private to buy, the assets of LLBH Group. A true and accurate copy of the Asset Purchase Agreement by and among Focus Financial Partners, LLC and LLBH Private Wealth Management, LLC as Purchaser and LLBH Group Private Wealth Management, LLC, as Seller, and Kevin Burns, James Pratt-Heaney, William Lomas and William Loftus, as Principals, dated as of December 1, 2009, is attached as Exhibit C.

14. At or about the same time as the parties entered into the Asset Purchase Agreement, Focus, LLBH Private, the Members, and PWM, entered into a Management Agreement, whereby Focus and LLBH Private engaged PWM and the Members to provide management services to LLBH Private (the “Management Agreement”). A true and accurate copy of the Management Agreement is attached as Exhibit D.

15. The rights and liabilities of the Members in PWM are determined pursuant to the Act and the Agreement.

16. Pursuant to Article VI of the Agreement, Members could withdraw from PWM subject to the provisions of Article VIII of the Agreement.

17. On October 13, 2014, Lomas provided written notice, that effective January 14, 2014, he would withdraw from PWM as a member.

18. Article VIII, Section 8.5 of the Agreement provides:

If any Member withdraws from [PWM] for any reason except as provided in Sections 8.2 through 8.4, [PWM] or the remaining Members shall be obligated to purchase from the Member, and the Member shall be obligated to sell to [PWM] or the remaining Members, all of his Interests of [PWM] at the price established in accordance with the provisions of Section 8.7(b). The Company Value to be utilized to determine the purchase price for such Member's Interest shall be the Company Value as of December 31 of the year prior to the year in which withdrawal occurs. Each Member shall give at least three (3) months prior written notice of his desire to withdraw from [PWM].

19. Article VIII, Section 8.8 of the Agreement defines Company Value as follows:

[F]ive (5) times the Focus Management Fee (as such term is defined in the Management Agreement to be entered into between the Company, Focus Financial Partners, LLC and certain of its operating subsidiaries) for the prior four calendar quarters...

20. Per Article 3, Section 3.1 of the Management Agreement, the Management Fee to be paid to PWM, for each period in which a Management Fee is due, is the sum of (a) EBPC for such period in excess of \$1,757,500, up to \$3,700,000 and (b) 52.5% of EBPC in excess of \$3,700,000.

21. The term "EBPC" is defined in Article 3, Section 3.1, of the Management Agreement, by reference to the Asset Purchase Agreement. The Asset Purchase Agreement defines "EBPC" for any period, as EBITA for such period before the deduction of the applicable management fee payable under the Management Agreement.

22. "EBITA", as defined in the Asset Purchase Agreement, means the consolidated net income of the Purchaser (LLBH Private Wealth Management, LLC) for such period plus,

without duplication and to the extent reflected as a charge or deduction in the determination of such net income, (a) income tax expense, (b) interest expense, (c) depreciation and amortization expense, (d) any extraordinary or non-recurring expense or losses, (e) any other non-cash charges, and (f) any non-cash adjustments to deferred revenue due to FAS 141 Business Combinations and minus, without duplication and to the extent included in the determination of such net income, (i) interest income, (ii) any extraordinary or income or gain, and (iii) any non-cash income, all as determined in accordance with GAAP as determined by the firm or independent certified public accountants engaged by the purchaser for purposes of its own audits.

23. Section 8.7 of the Agreement governs the method for payment of the withdrawing member's interests:

the purchase price to be paid by [PWM] or the remaining Members to a Member... will be an amount determined by multiplying applicable Company Value... by the Member's Percentage Interest.

24. Subsection (c) of Section 8.7 of the Agreement further provides that PWM may pay the purchase price by means of equal annual payments "over a period of not more than five (5) years with interest at an annual rate of six percent (6%)...."

25. Pursuant to Section 8.8 of the Agreement, the initial value of [PWM] shall be determined by Focus Financial Partners, LLC and thereafter by the Management Committee within thirty (30) days of the end of each fiscal quarter.

26. Based upon financial information provided by Jeffrey M. Fuhrman (“Fuhrman”), Chief Operating Officer and Chief Financial Officer of LLBH Private, on or about April 14, 2015, which has not been confirmed by Lomas, the Management Fee for the year-ended 2014 was \$3,327,833.00.

27. Using the information provided by Fuhrman and then multiplying the purported 2014 Management Fee by five, the Company Value to be utilized to determine Lomas’ purchase price was \$16,639,165.00.

28. After reducing the purported Company Value by Lomas’ 25% interest in PWM, upon withdrawal, Lomas was entitled to a payout of \$4,159,791.25, based upon the unconfirmed information provided by Fuhrman.

29. If the remaining Members elected under the Agreement to pay the sums due over a five year period, Lomas was also due 6.00% interest on the balance until it was paid in full. At 6.00% interest over a full five year period, and assuming the accuracy of the unconfirmed financial information provided by Fuhrman, Lomas would be entitled to payments totaling \$4,908,553.85.

FIRST COUNT
(Breach of Contract)

1-29. Paragraphs 1 through 29 are incorporated and made Paragraphs 1 through 29 of this First Count.

30. Lomas has fully performed all of his obligations under the Agreement, including his continuing obligations as a member, having given notice of his withdrawal from PWM.

31. Defendants have breached the Agreement by failing and refusing to pay him the sums due thereunder.

32. Lomas has been damaged in an amount to be proven at trial as a direct and proximate result of the Defendants' breaches.

SECOND COUNT
(Breach of Fiduciary Duty)

1-32. Paragraphs 1 through 32 of the First Count are incorporated and made Paragraphs 1 through 32 of this Second Count.

33. Following Lomas' notice of withdrawal as a member of PWM, triggering his right to have his interests in PWM purchased by Burns, Pratt-Heaney and Loftus as provided in the Agreement, Burns, Pratt-Heaney and Loftus immediately began taking steps to avoid their obligations to Lomas and to deprive him of his rights. These steps were taken by Burns, Pratt-Heaney and Loftus with full awareness of their obligation to Lomas as set forth in the Agreement, and while fully acknowledging that their actions were in derogation of those obligations.

34. In a series of e-mails between Defendant Burns and Fuhrman on October 18 and 19, 2014, all of which were copied to Defendant Loftus on October 19, 2014, Defendant Burns

communicated the need to have a “strategy” to deal with Lomas and Defendant Pratt-Heaney, who was also a potential seller of a portion of his membership interest in PWM. This “strategy” was designed to avoid and supplant the specific contractual obligation set forth in the Agreement.

35. In the same e-mail chain, on October 19, 2014, Fuhrman responded:

The options on Lomas are as follows:

- 1) As per the Partnership Agreement, pay him the estimated \$4.25MM plus interest over five years with the first installment coming in around next June.
- 2) Pay a reduced amount in a lump-sum in January with the interest going to either a bank or Focus and not Lomas.

* * *

- 3) Attempt to negotiate a lower price by fighting him on the terms of the Agreement. Never mind that there is virtually no legal basis for such a position, this will make the transition of clients/cash flow all the more challenging.

* * *

By fighting your partner/adversary on a standing six-year agreement you’re also creating an incredible moral hazard. Specifically, why would anyone buy into a partnership that has the potential to be renegotiated every time it doesn’t suit your personal interest?

This is simple.

36. Defendant Burns replied that he didn’t appreciate Fuhrman “categorizing us as reneging on a six year old agreement” because “we ALL agreed it needed serious changes and

was unworkable three years ago!” In addition, he wrote that “the agreement clearly states 65 percent can change the agreement so that option shouldn’t be dismissed either.”

37. Fuhrman, who was fully involved with the Members’ earlier efforts in 2013 to address how annual cash flow should be distributed to the Members as compensation, corrected Defendant Burns’ self-serving suggestion that the Members had earlier agreed that the valuation of membership interests needed changes or was unworkable:

The frustration with the Partnership Agreement was with the current compensation. We fixed that. Hard to argue Bill would have agreed to adversely impact his valuation. If all you needed was three of the four partners to agree to make such a change, then why did it have to wait until the eve of his sale to do so?

38. In fact, in a Power Point presentation made to the Members on September 13, 2013, Fuhrman wrote the following under the heading, “Guiding Principles”:

- “Do not impact equity participation.”

This statement was included in the Power Point presentation specifically to allay the concern of any Member that the value of their membership interest would be restructured or amended.

Thus, the changes made in 2013 were designed solely to change annual compensation in order to foster a performance-based culture, without impacting the already vested equity interests of the Members.

39. Thereafter, in emails dated November 21 and 22, 2014, Defendants Burns and Loftus revealed that their unwillingness to pay Lomas was motivated by their own financial self-interest.

40. On November 21, 2014, Defendant Burns wrote:

I simply can't take on 4 million plus in debt and continue to make significantly less than I would at any brokerage firm. I don't have grandchildren and a happy home so I don't have the luxury of family vacations and trips and time off which is my choice. I plan on killing it the next five years and continuing this break neck pace to get rich. I won't be able to if I do this deal.

41. The next day, Defendant Loftus wrote:

The issue.... And none of us realized this at the time ... Is that we have to buy Bill out with after tax dollars. Believe me, I've worked the math out., [sic] the deal that he's looking for (I acknowledge that we have a contract and I really want to honor it ALTHOUGH to be fair it was done at the 11 Th hour)) is a bad one for all of us.

42. Accordingly, rather than repurchase Lomas' interest in PWM in accordance with the Agreement, Defendants attempted to circumvent it, using the amendment provision in the Agreement as a pretext in order to justify putting their individual interests ahead of their contractual and fiduciary obligations to Lomas. In late December 2014, more than 2 months after Lomas had tendered his resignation and only 3 weeks before its effective date, Burns, Pratt-Heaney, and Loftus for the first time reviewed a draft amended agreement, which was voted on and approved over Lomas' objection, notwithstanding the "moral hazard" of which they had been advised.

43. In an e-mail dated December 26, 2014, Fuhrman wrote to Burns, Pratt-Heaney, and Loftus: “Congratulations all, you have yourself a new partnership agreement. Santa had a busy season so he had to deliver it a day late.”

44. Through the amended agreement Defendants purported to retroactively change their obligations to Lomas as follows:

- a. By changing how PWM was to be valued upon withdrawal of a Member.
- b. By changing Article VII of the Agreement to provide, among other things, that “for purchase of Interests resulting from the Member’s voluntary withdrawal pursuant to Section 6.2(e), the closing of the purchase shall occur on the earlier of (i) that date when the Management Committee has determined that the withdrawing Member has substantially completed the transition of his or her clients to remaining Members, or (ii) that date which is (1) one year from the date of notice of such Member’s withdrawal;...”
- c. By making the amended agreement effective and enforceable for and against all of the Members upon its adoption and ratification, superseding the Agreement.
- d. By attempting to make Lomas a party to the agreement as amended by listing him as a 25% member of the Management Committee.

45. As a member in PWM Lomas placed his trust and confidence in Burns, Pratt-Heaney and Loftus, expecting fully that they would deal with him fairly, in good faith, and in accordance with the terms mutually agreed to among them as set forth in the Agreement.

46. As members and officers of PWM, Burns, Pratt-Heaney and Loftus were in positions of superiority and influence relative to Lomas requiring that they deal with him fairly, in good faith, and in accordance with the terms mutually agreed to among them as set forth in the Agreement.

47. Defendants Burns, Pratt-Heaney and Loftus owed fiduciary duties to Lomas.

48. By their foregoing acts, Defendants Burns, Pratt-Heaney and Loftus breached their fiduciary duties owed to Lomas by, among other things, placing their own financial self-interests ahead of their obligations to Lomas, and by using their collective majority position and their position of superiority and influence, to diminish the value of Lomas' equity in PWM and to avoid their obligations to him.

49. Lomas has been damaged in an amount to be proven at trial as a direct and proximate result of the Defendants' breaches.

THIRD COUNT
(Willful and Wanton Misconduct)

1-49. Paragraphs 1 through 49 of the Second Count are incorporated and made Paragraphs 1 through 49 of this Third Count.

50. The foregoing acts of Defendants were designed to serve their own self-interests at the expense of Lomas by avoiding, circumventing and materially diminishing the financial obligations owed by them to Lomas as a result of Lomas' withdrawal.

51. The foregoing acts of Defendants Burns, Pratt-Heaney and Loftus represent a substantial departure from, and a violation of, well-accepted standards of good faith, fair dealing and fair play upon which members in a limited liability company, including Lomas in PWM, are entitled to rely.

52. The foregoing acts of Defendants Burns, Pratt-Heaney and Loftus resulted from an intended course of action, carefully planned and designed with evil motive, malicious intent and/or reckless indifference to the rights of Lomas and the harm that such actions would cause him.

53. Defendants Burns, Pratt-Heaney and Loftus acted outrageously and maliciously toward Lomas with willful disregard for his rights under the terms of the Agreement, and with the intention of causing him severe economic and financial loss.

54. Lomas has been damaged in an amount to be proven at trial as a direct and proximate result of the Defendants' willful and wanton misconduct.

FOURTH COUNT (Oppression)

1-54. Paragraphs 1 through 54 of the Third Count are incorporated and made Paragraphs 1 through 54 of this Fourth Count.

55. By their foregoing acts Defendants Burns, Pratt-Heaney and Loftus have frustrated and defeated the reasonable expectations of Lomas as a minority member of PWM.

56. The foregoing acts of Defendants constitute outrageous wrongful conduct demonstrating a lack of probity and fair dealing in the affairs of PWM to the prejudice of Lomas and represent a substantial departure from, and a violation of, well-accepted standards of good faith, fair dealing and fair play upon which members in a limited liability company, including Lomas in PWM, are entitled to rely.

57. Lomas has been damaged in an amount to be proven at trial as a direct and proximate result of the Defendants' oppressive conduct.

FIFTH COUNT
(Common Law Action for Accounting)

1-57. Paragraphs 1 through 57 of the Fourth are incorporated and made Paragraphs 1 through 57 of this Fifth Count.

58. As a result of the mutual and complicated accounts of PWM, the fiduciary duties owed by Burns, Pratt-Heaney and Loftus to Lomas, and the need for discovery of EBITA and EBPC in order to be able to mathematically determine the sums owed to Lomas, Lomas is entitled to an accounting of all of the financial books and records of PWM.

59. Lomas requests an accounting of all of the financial books and records of PWM.

SIXTH COUNT
(Statutory Action for Accounting)

1-59. Paragraphs 1 through 59 of the Fifth Count are incorporated and made Paragraphs 1 through 59 of this Sixth Count.

60. As a result of the mutual and complicated accounts of PWM, the fiduciary duties owed by Burns, Pratt-Heaney and Loftus to Lomas, and the need for discovery of EBITA and EBPC in order to be able to mathematically determine the sums owed to Lomas, Lomas is entitled to an accounting of all of the financial books and records of PWM.

61. Lomas requests an accounting of all of the financial books and records of PWM pursuant to Conn. Gen. Stat. § 52-404.

SEVENTH COUNT
(Declaratory Judgment)

1-61. Paragraphs 1 through 61 of the Sixth Count are incorporated and made Paragraphs 1 through 61 of this Seventh Count.

62. Pursuant to Conn. Gen. Stat. § 52-29, a real, actual, bona fide, substantial and justiciable controversy exists between the parties to this lawsuit, which requires a judicial declaration of whether, as a result of the Defendants conduct as set forth above, the Amended Agreement is null and void as to Lomas, his withdrawal from PWM, and the Defendants' financial obligations to Lomas.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff, William A. Lomas, respectfully prays that judgment be entered in his favor and for the following relief:

1. Compensatory damages in excess of \$15,000, exclusive of interest and costs;
2. Punitive damages for Defendants' willful and wanton conduct;
3. An accounting of all financial records and dealings of PWM for the year ended December 31, 2014 as they relate to calculation of Company Value and the Management Fee paid to the Members for the year ended 2014;
4. Interest as provided for by the Agreement;
5. Prejudgment interest pursuant to Conn. Gen. Stat. § 37-3a;
6. Post-judgment interest pursuant to Conn. Gen. Stat. § 37-3a;
7. Costs and expenses, if any, to which Lomas may be entitled by statute or court rule;
8. Pursuant to Conn. Gen. Stat. § 52-29, an order declaring that the Amended Agreement is null and void as to Lomas, his withdrawal from PWM, and the Defendants' financial obligations to Lomas; and
9. Any further legal or equitable relief as the Court deems just and proper.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF ALL CLAIMS SO TRIABLE.

THE PLAINTIFF,
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen
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His Attorneys

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PARTNER WEALTH MANAGEMENT, LLC,)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,)	
WILLIAM P. LOFTUS)	
)	DECEMBER 15, 2015
Defendants.)	

CERTIFICATE OF COMPLIANCE WITH CONNECTICUT PRACTICE BOOK § 17-56

I hereby certify that all interested persons have been joined as parties to this action or have been given reasonable notice thereof. Notice was provided by service of the Complaint by State Marshall Bill Frye on July 13, 2015 upon each of the Defendants who are parties to this action as follows:

Partner Wealth Management, LLC
33 Riverside Avenue, 5th Floor
Westport, Connecticut

William P. Loftus
26 South Compo Road
Westport, Connecticut

Kevin G. Burns
119 East Gregory Boulevard, Unit 45
Westport, Connecticut

James Pratt-Heaney
7 Christina Lane
Weston, Connecticut

In addition, notice was provided to each of the foregoing parties by service upon their counsel appearing counsel as follows:

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
Berchem, Moses & Devlin, P.C.
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Milford, CT 06460

David R. Lagasse, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo P.C.
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THE PLAINTIFF,
WILLIAM A. LOMAS

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His Attorneys